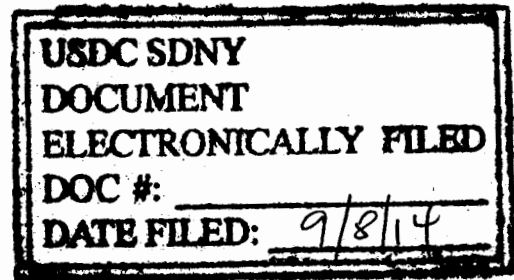


Stein, S.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



KOCH SUPPLY & TRADING, LP,

Plaintiff,

- against -

TRADAX ENERGY, INC.,

Defendant.

Case No. 14-cv-5036 (SHS)

**STIPULATION AND ORDER**

WHEREAS, on July 3, 2014, Plaintiff Koch Supply & Trading, LP ("KS&T" or "Plaintiff") commenced this action by filing a one-count complaint against Defendant Tradax Energy, Inc. ("Tradax" or "Defendant") for breach of contract;

WHEREAS, on July 8, 2014, KS&T filed an amended complaint against Tradax (the "Amended Complaint");

WHEREAS, on August 19, 2014, Tradax filed a motion to dismiss the Amended Complaint for lack of jurisdiction, and, in the alternative, to transfer venue pursuant to 28 U.S.C. § 1404(a) (the "Motion");

WHEREAS, the parties have subsequently met and conferred regarding resolution of the Motion;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between KS&T and Tradax, through their counsel of record, as follows:

1. This action shall be, and hereby is, transferred to the United States District Court for the Southern District of Texas, Houston Division, pursuant to 28 U.S.C. § 1404(a), and upon the execution of this Stipulation and Order by the Court, the Clerk of the Court is directed to take all necessary steps to transfer this action and its docket to the Southern District of Texas, Houston Division.

2. KS&T and Tradax reserve all rights with respect to the underlying merits of this dispute, including but not limited to the terms of the governing agreements between the parties that are the subject of this action.

3. This Stipulation is binding upon the Parties' affiliates, subsidiaries, agents, employees, attorneys, predecessors, and successors.

4. This Stipulation may not be waived, amended, modified, or discharged, except by an agreement in writing signed by the Parties. No oral understanding or agreement shall be effective to waive, amend, modify, or discharge the terms and/or conditions of this Stipulation.

5. This Stipulation may be executed in separate counterparts, and a facsimile copy shall be deemed an original for all purposes.

*The Sept. 12 conference is cancelled; defendant's motion to dismiss [doc. 11] is dismissed as moot.*  
IN WITNESS WHEREOF, the parties hereto have executed this Stipulation on

the date below.

Dated: New York, New York  
September 4, 2014

SEWARD & KISSEL LLP

By: \_\_\_\_\_

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Attorneys for Defendant Tradax Energy, Inc.

SO ORDERED: *9/5/14*

*[Signature]*  
Hon. Sidney H. Stein, U.S.D.J.

*xm*